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Atty. Dkt. No. 040563-0169

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Grier et al.

Title: OPTICAL PERISTALTIC PUMPING
WITH OPTICAL TRAPS

Appl. No.: 10/651,370

Filing Date: August 29, 2003

Examiner: J. Berman

Art Unit: 2881

<p align="center">CERTIFICATE OF MAILING</p> <p>I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as First Class Mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on the date below.</p> <p><u>JORIE JOHNSON</u> (Printed Name)</p> <p><u>Jorie Johnson</u> (Signature)</p> <p><u>August 30, 2004</u> (Date of Deposit)</p>

TERMINAL DISCLAIMER

Commissioner for Patents
P.O. Box 1450
Alexandria VA 22313-1450

Sir:

Your Petitioner, University of Chicago, having a principal place of business at 5555 South Woodlawn Avenue, Suite 300, Chicago, Illinois 60637, previously residing at 5640 South Ellis Avenue, Chicago, Illinois 60637, hereinafter represents that it is the owner of the entire right, title, and interest in and to U.S. Patent Application Serial No. 10/651,370, filed August 29, 2003 (hereinafter "the instant patent application"), which is a continuation of U.S. Patent Application No. 09/875,812, which was filed June 6, 2001, and issued as U.S. Patent No. 6,639,208 on October 28, 2003, by virtue of an Assignment filed and recorded on September 5, 2003, on Reel/Frame 014454/0641 in the United States Patent and Trademark Office, a copy of which is attached hereto as APPENDIX A.

Your Petitioner, University of Chicago, hereby disclaims the terminal part of the term of any patent granted on the above identified instant patent application which

would extend beyond the full statutory term, as shortened by any terminal disclaimer, of U.S. Patent 6,639,208, and hereby agrees that any patent so granted on the above identified instant patent application shall be enforceable only for and during such period that the legal title to U.S. Patent 6,639,208 shall be the same as the legal title to any patent granted on the above identified patent application. This agreement is to run with any patent granted on the above identified instant patent application and to be binding upon the grantee, its successors or assigns.

In making the above disclaimer, Petitioner does not disclaim any terminal part of any patent granted on the above identified instant patent application, prior to the full statutory terms of U.S. Patent 6,639,208, as defined in 35 U.S.C. §§154-156 and 173, in the event that U.S. Patent 6,639,208, expires for failure to pay a maintenance fee, is held unenforceable or is found invalid in a final judgment by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR §1.321(a), has all claims canceled by a reexamination certificate or as a result of an interference proceeding, or is otherwise not deemed to provide the rights conveyed by 35 USC §154, prior to the full statutory term of U.S. Patent 6,639,208, as defined in 35 USC §§154-156 and 173, except for the separation of legal title stated above. Further, Petitioner does not disclaim any terminal part of a patent granted on the above identified instant patent application that would extend beyond the present termination of U.S. Patent 6,639,208, in the event that such present term is extended by virtue of compliance with the conditions for term extension of any present or future patent term extension provisions of the patent law, including but not limited to 35 U.S.C. §§155, 155A or 156, and without waiving Petitioner's right to extend the term of a patent granted on the above identified instant patent application to the extent provided by law.

The undersigned, being the Attorney of Record for the above identified

instant patent application, and duly authorized to act on behalf of Petitioner, certifies that he has reviewed the Assignment attached as APPENDIX A, and to the best of his knowledge and belief, legal title to the above identified instant patent application and U.S. Patent 6,639,208, rests with Petitioner, University of Chicago. The undersigned declares that all statements made herein of their own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the above-identified application or any patent issuing therefrom.

Respectfully submitted,

Date August 30, 2004

By Michael D. Rechtin

FOLEY & LARDNER LLP
Customer Number: 27433

Michael D. Rechtin
Attorney for Applicant
Registration No. 30,128

Telephone: (312) 832-4586
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UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MARCH 29, 2004

PTAS



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FOLEY & LARDNER
MICHAEL D. RECHTIN
321 N. CLARK STREET
SUITE 2800
CHICAGO, IL 60610-4764

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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 09/05/2003

REEL/FRAME: 014454/0641
NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
GRIER, DAVID G.

DOC DATE: 08/28/2003

ASSIGNOR:
BEHRENS, SVEN HOLGER

DOC DATE: 08/28/2003

ASSIGNEE:
UNIVERSITY OF CHICAGO
5640 SOUTH ELLIS AVENUE
SUITE 405
CHICAGO, ILLINOIS 60637

SERIAL NUMBER: 09875812
PATENT NUMBER: 6639208

FILING DATE: 06/06/2001
ISSUE DATE: 10/28/2003

014454/0641 PAGE 2

STEVEN POST, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

FORM PTO-1595 (modified)

09-09-2003

U.S. DEPARTMENT OF COMMERCE

(Rev 6-93)

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Patent and Trademark Office

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To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

David G. Grier
Sven Holger Behrens

2. Name and address of receiving party(ies):

University of Chicago
5640 South Ellis Avenue
Suite 405
Chicago, Illinois 60637

Additional conveying party(ies) NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

August 28, 2003

Additional name(s) & address(es) attached? NO

4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

A. Patent Application Number(s):

09/875,812

B. Patent Number(s):

PATENT_NO

Additional numbers attached? NO

5. Name and address of party to whom correspondence concerning document should be mailed:

Michael D. Rechtin
FOLEY & LARDNER
321 N. Clark Street., Suite 2800
Chicago, Illinois 60610-4764

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

☒ Check Enclosed

Charge to deposit account

8. Deposit account number: 06-1450

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9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Michael D. Rechtin

Name of person signing

Signature

August 29, 2003
Date

Total number of pages including cover sheet, attachments, and document: 6

09/08/2003 LNUJELLER 00000089 09875812

01 FC:0021

40.00 OP

ASSIGNMENT AND AGREEMENT

WHEREAS, David G. Grier of 1960 North Lincoln Park West, Chicago, Illinois 60614 and Sven Holger Behrens of F2, 14-15 D-68159 Mannheim, Germany; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **OPTICAL PERISTALTIC PUMPING WITH OPTICAL TRAPS** for which an application for United States Letters Patent was filed on June 6, 2001 as Application No. 09/875,812; and

WHEREAS, **THE UNIVERSITY OF CHICAGO**, a corporation duly organized and existing under the laws of the State of Illinois, and having its principal place of business at 5640 South Ellis Avenue, Suite 405, Chicago, Illinois 60637 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **ASSIGNOR** has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto **ASSIGNEE**, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by **ASSIGNEE**, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by **ASSIGNOR** had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to **ASSIGNEE** as assignee of the entire interest, for the sole use and benefit of **ASSIGNEE**, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to **ASSIGNEE**, its successors and assigns, or their representatives or agents, all facts and information known or available to **ASSIGNOR** respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by **ASSIGNEE**; (b) to testify in person or by affidavit as required by **ASSIGNEE**, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by **ASSIGNEE**, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to **ASSIGNEE**, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that **ASSIGNOR** has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that **ASSIGNOR** has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner** the power and authority to insert in this Assignment any further identification which may be necessary or

desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

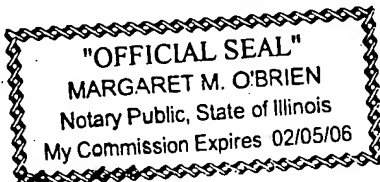
ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of Foley & Lardner do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 28 day of August, 2003.

State of Illinois)
County of Cook)ss.

DAVID G. GRIER

On this 28 day of August, 2003, before me, a notary public in and for said county, appeared DAVID G. GRIER, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.



(Seal)

Margaret M. O'Brien
Notary Public

My Commission Expires: 2/5/06

Executed this 10th day of June, 2002.

State or Country of GERMANY)
County or Territory _____)ss.

Sven Holger Behrens
Sven Holger Behrens

On this _____ day of _____, 20____, before me, a notary public in and for said county, appeared SVEN HOLGER BEHRENS, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Notary Public (if signed in US)
Witness (if signed in foreign country)

My Commission Expires: _____
(if signed in US)

(Seal)

Urk.R.Nr. 886/2002 M

Beglaubigt wird hiermit die Echtheit der vorstehenden vor mir, Notar, vollzogenen Namensunterschrift von

Herrn Sven Holger B e h r e n s , geb. am 03.07.1968,
wohnhaft in 68159 Mannheim, F 2, 14-15,
ausgewiesen durch Vorlage seines Personalausweises.

I hereby certify, that the signature is the true signature, executed in my presence of

Mr. Sven Holger B e h r e n s, born on July, 3rd, 1968,
present address: 68159 Mannheim, F 2, 14-15,
identified by his German card of identification.

Ludwigshafen, the 10th June of 2002

(Malchus)
Notar

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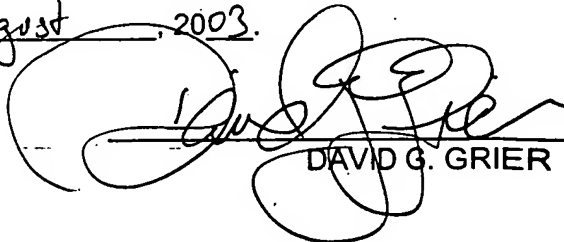
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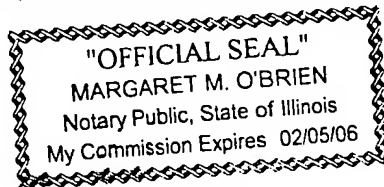
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Executed this 28 day of August, 2003.

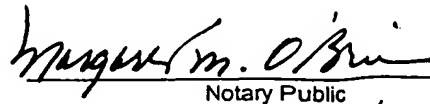
State of Illinois)
County of Cook) ss.


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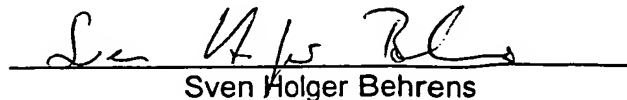
(Seal)


Notary Public

My Commission Expires: 2/5/06

Executed this 10th day of June, 2002.

State or Country of GERMANY)
County or Territory _____) ss.


Sven Holger Behrens

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(Seal)

Notary Public (if signed in US)
Witness (if signed in foreign country)

My Commission Expires: _____
(if signed in US)

Notar-Nr. 886/2002 M

Es wird hiermit die Echtheit der vorstehenden vor mir, Notar, vollzogenen
Unterschrift von

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Wohnhaft in 68159 Mannheim, F 2, 14-15,
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Mr. Sven Holger B e h r e n s, born on July, 3rd, 1968,
present address: 68159 Mannheim, F 2, 14-15,
identified by his German card of identification.

Ludwigshafen, the 10th June of 2002


(Malchus)
Notar

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